THE WEEKLY STANDARD

EDITOR AND PROPRIETOR MICHAEL G. MULHALL 91 CALLE DEFENSA.

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September 25th 1861. BUENOS AYRES. No 22.

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For particulars apply at the Whale boat and Lighter office N. 39 Paseo de Julio.

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Conductor
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Leaves on the 5th, 10th, 20th, 25th, and 30th of each month; returning on the 8th, 10th, 15th, 20th, 25th & 30th.

Office calle Rivadavia No. 189 and 587, plaza de Lorea, tienda de D. Benoti, Santiago.

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This new and commodious line makes three journeys weekly to Lobos: leaving Buenos Ayres on Tuesdays Thursdays and Saturdays.—Agency 581 Plaza Lorea, (in the calle Rivadavia).

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For Pilar, Capilla del Señor, San Antonio de Areco, and Arecifas.

Leaves Buenos Ayres on the 1, 11 & 21 and returns on the 5, 15 & 25.

Agency 189 Rivadia or 587 Plaza de Lorea.

Conductor and & Proprietor

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An experienced sheep-farmer of Buenos Ayres offers to sellsheep by the cut or otherwise to any persons transporting flocks to the neighbouring Republic. He will also, if required, purchase on commision and ship any quantity in a given time.

Apply at this Office.

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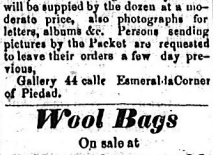

Messrs Meeks & Kelsey have just received from New York a machine for making *twelve pictures at a time.* All persons wishing *visiting Cards* will be suppied by the dozen at a moderate price, also photographs for letters, albums &c. Persons sending pictures by the Packet are requested to leave their orders a few day previous.

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On sale at

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Education

ANGLO FRENCH SEMINARY

381 Potosi 381

Between Buen Orden and Lima.

This school is designed to give a thorough and liberal education, furnish the facilities for acquiring the English and French languages, and the best instruction in arithmetic, drawing and music, and other accomplishments. Two English teachers reside in the family and also an excellent French teacher, who give their personal attention to the pupils. The moral training and the health and and physical development of the scholars are carefully attended to.

References. Rev Mr. N. Goodfellow; James Gibson; W. Temperly H. M'Kern.

William Parody.

S. 11 5p

Burgundy Wines.

J. Cottey, late of calle Maypú, has removed to No. 68 calle Piedras, where he offers for sale a rich assortment of wines which he receives monthly from Burgundy. These are of the purest grape, and best flavour, comprising the Costa de Oivottes, Pomard, Chambertin, Mutz, Beaume &c.—Piedras 68.

S. 11 5p

On sale.

A suerte of land in the depatment of Soriano, Banda Oriental, distant about seven leagues from Mercedes, with excellent pasturage and well watered; suitable for sheep farming. Enquire at Hughes Brothers, calle San Martin No. 154.

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In photograph or ambrotype, taken with the most perfect fidelity by Charles Roever, Studio calle San Martin opposite the Roma Hotel. Frames and cases at cheap rates, and in every variety.

MORON

MESSRS. NUTTALL AND SMITH.

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The Teeth.

Dr. Cornwall American Dentist.

Calle Rivadavia No. 275 between Suipacha and Artes, advises his friends and the public that he is preparedito perform all operations for relieving pains and other ills arising from decayed teeth and restoring to health and beauty these precious organs, such as extracting, cleaning, destroying nerve and filling with gold and other materials.

Being thoroughly acquainted with all the improved methods of inserting teeth or gold plate and vulcanised rubber he can guarantee entire satisfaction in every case, no charge for consultation.

Rams for sale.

The undersigned begs to inform the sheep breeders of the North that in his establishment in the campo of Señor Frias half a league to the North of the Villa Mercedes, he has on hand an excellent assortment of nearly 400 rams of different classes and prices to suit the wants of buyers, all having been selected by himself personally and brought up from M. Richard Newtons estancia Samborombon.

E. William Woodgate

Translator.

The Director of the Commercial Rooms can recommend a competent person who will engage to translate into Spanish any documents written in the English, French, Italian or Portuguese languages. For further particulars apply at the Commercial Rooms, Calle Mayo No. 69.

A. 21—10p.

Sheep and Rams.

The under signed has order to sell a large amount of sheep: he can supply purchasers in almost all of the departments in the country, either picked or by the cut. Also rams of all classes. He undertakes to deliver them at any point the purchaser may require, for which purpose he has the the best of men.

Also for sale, one league of excellent land in Banda Oriental. Apply at N. 46 calle de Reconquista.

Merit Parker.

DRABBLE BROS WITH I. LAING.

VERSUS.

Dickson & Co.

The following statement of this case, as pronounced by Dr. Irigoyen, is published by the plaintiffs with the view of giving the commercial public an insight into the several points at issue.

Speech of Bernardo de Irigoyen, barrister at law, delivered in the Supreme Court of Justice, on behalf of Messrs Drabble bros, and John Laing in their suit against Dickson & Co. for the fulfilment of guarantees given by their representative Charles Gloede.

My lord.

If the conviction of advocating a just and simple cause is flattering to the advocate who stands before your bench, I have reason to be confident on this occasion; which imposes on me the delicate but necessary task of impugning a decree of the Tribunal of Commerce. At the same time that I render my tribute of respect for that court, I assert their decree to be directly opposed to the constitutional charter that governs the universal principles of legislation and the precepts of social order. If I had not the honor to address your lordship, I should have, doubtless, tempered my expressions, from apprehension that I might be accused of employing exaggerated phrases, such as are incidental to every suit, and more especially to one so long and vigorously defended. But, in this court, I have no such fear. I stand before an august tribunal whose decisions are dignified by a reputation of legal lore and impartiality, and which must admit that the fundamental bases of society are sought to be subverted in applying a law to facts which took place before its promulgation, and thereby sanctioning the principle of *retro acticity* which has been condemned in every code, from the time that Rome gave laws to the universe, down to our own day of modern civilization.

Fortunately I am not the only one who entertain such sentiments regarding decisions, like that against which I appeal. To quote the words of a French lawyer, in a similar case, "this legislation of two faces, one for the future, another for the past, is calculated to ruin public confidence and establish an eternal precedent of injustice and disorder." Permit me therefore, my lord, to remind you, here of the principle now involved: according to the doctrine of the same eminent jurisconsult, it is clear that the sentence I impugn, would upset transactions concluded in 1868 because they were not in conformity to the code of 1860, and introduce a principle of confusion that must disturb numberless interests and create intricate and profound difficulties in every-day life.

Your lordship has already an idea of the action you are called upon to try. Let me, then, briefly recite the leading features of the case, touching in the first place, on the facts that demand redress, and passing finally in review the statutes that are applicable to same. I intend to show that the Tribunal of Commerce has omitted to notice said facts, and violated said statutes.

I.

The house of Dickson & Co. is one of the oldest in this city, and the extent of its business coupled with the upright character of its deceased principal, gained for it a well-deserved celebrity, Mr. Dickson, having long before, fixed his residence in England, was represented in Buenos Ayres, and, other American ports by agents to whom he had given full powers to manage the interests of his firm.

Of these was Mr. Charles Gloede, who was accordingly advertised, in the local journals of 1862, as manager of the house of Dickson and Co. In virtue of said notice, the sole formula customary in this city, Mr. Charles Gloede entered on the exercise of Dickson's transactions, without any restrictions whatever, without insinuations calculated to limit his powers, or cause distrust in the minds of those who treated with him. During eight years he acted as fully and freely as could have done the gentleman himself, whose firm was so completely entrusted to him. Under this authority he purchased and sold *ad libitum*; bartered exchanges on Europe: drew and accepted bills with the passive consent of Dickson, who by this lengthened course of transactions, without complaint or protest on his part, naturally confirmed Gloede's management, and added, if we may say so, to the prestige of his manager.

Being favored by such antecedents, Gloede presented himself, in the year 1867, to the firms of Drabble, Barber and Laing, as well as to some others. He introduced to these several houses, Mr. Charles Kasten and Mr. Silvestre Lacasse, merchants of Salto and Uruguay; he guaranteed purchases made by them, under the firm that he represented; he received the accounts and transfers, and thereby contracted the responsibility of all these acts and operations.

Here it is proper to observe that this has ever been the only, and customary mode in B. Aires of guaranteeing commercial transactions. The introduction of a merchant from the interior provinces, or from the river-coast, on the part of a firm here established; the recommendation to deliver him what he may please to buy, has always been, and is still, considered, a positive guarantee by the introducer. To the latter are sent all the accounts either in his own name, or in that of the purchaser, for this is not a fixed point. Of him likewise are recovered the engagements that may not have been fulfilled on the part of the buyer. And here let me add, to the honor of our native and foreign merchants, that there is not a single precedent, nor one solitary case, (excepting the present) in which a firm that has presented merchants from the provinces, has refused to pay for them, whatever accounts may remain unsatisfied after the given period. In proof of this important assertion, I am permitted to give the authority of Don Maximo Marmol, Don Manuel Ocampo and Don Jaimo Llavallol, a worthy and convincing testimony of the fact. And this is so well-known, and, in my opinion, so far from question, that I would willingly leave it to the decision of our commercial body, or that of whatever merchant happens first to enter this court.

Security being thus given in the manner, then and even now prevalent, and some of the bills having fallen due without being met by Messrs Kasten and Lacasse, the houses interested applied to Dickson & Co. for payment. Then it was that Mr. Charles Gloede, who plays so foul and discreditable a *role* in the matter, refused to satisfy them, denying the responsibility of his employers and alleging, as they now seek to maintain, that, for the bargains in question he had given only his own personal security, not that of the house he managed.

Your lordship may imagine the surprise that this negative produced in the minds of the sellers. They severely condemned the agent; but the latter, changing his attitude, admitted the actual obligation of Dickson, which he confirmed in writing for such as demanded same. He subsequently kept this engagement, and paid, when due, the bills of Tomkinson and Carlisle, as also those of Best bros, Twyford Hall, Edward Lumb and others. You have here my lord, a very significant fact. Dickson & Co. denied responsibility to these several houses, asserting the same reasons that they now rely on, but when reproached with such conduct they confessed and satisfied their liability.

Meanwhile everyone was astonished at these contradictions, as might be supposed; and some alarm was caused. Now bills and accounts fell due, which Gloede had signed: he refused to take them up, again persisting, as at first, that he had entered into these negociations, not as Dickson's vicegerent, but in his private and personal capacity. This induced the creditors to sue the firm (then represented by Messrs Armstrong and Delisle) who resisted payment on the present grounds, viz: 1st Want of powers in the drawer; 2nd Excess of facilities; 3rd personal liability of the agent. These reasons were warmly defended and it was then found necessary to bring the matter before the Tribunal of Commerce, which court rejected the exceptions taken, and decreed the responsibility of Dickson & Co, ordering at the same time a meeting of creditors. This sentence was appealed against, and confirmed by this Tribunal.

In the interval of these events, Mr. Frederic Dickson, hearing of the obligations contracted by his agent; nobly stepped aside from the path of evasion here indicated, and, in respect for his fair name and credit, sent orders from England, to pay all the creditors whose demands were legitimately or otherwise guaranteed by the man to whom he had improperly confided his house and business. In consequence of this order all holders of bills, promissory notes, or guarantees, given or subsequently countersigned, were satisfied. Moreover had not Mr. Dickson died at that very time, my clients should likewise have settled their accounts, for, he certainly would never have suffered any one to recur to these courts for the fulfilment of obligations contracted in his name and by virtue of his authority. In the circumstance I have just related, your lordship will see, as in the former one, that the house of Dickson, after useless opposition again recognises its responsibility for the acts of Gloede and carries them into effect.

The resolution of Mr. Dickson rendered useless all litigation on the part of his agents here, proving to the public that a troublesome law-suit was equally contrary to his interests and desires. But, as if he thought it would appear undignified to abandon a plea so long advocated, he revived it with respect to the three or four merchants who had placed most confidence in the firm, and who, in consideration, first of his credit and afterwards of his difficulties did not demand new written securities, contenting themselves with the usual forms. These gentlemen, my lord, are the appellants.

II.

What grounds, let me ask, are alleged for this prolonged litigation? Absolutely nothing new: they quote the same reasons which the principal of the firm, Mr. Dickson, himself ignored when he ordered the payments above mentioned; the same, which the agent likewise abandoned as untenable when he discharged the claims of Tomkinson, Carlisle & Best bros; the same which the Tribunal of Commerce rejected, when they decreed a meeting of creditors. The respondents, unmindful of all these antecedents so clear and decisive, come here to maintain anew.

1st. That no guarantee was given.

2nd. That if there was, it was merely Gloede's personal security.

3rd, That Gloede could not make the firm responsible for four reasons. 1st. Want of powers on his part; 2nd. excess of facilities; 3rd. such guarantee being opposed to the usual business of the house; 4th and lastly, that even supposing the validity of the alleged security, Dickson & Co. cannot be hold liable, unless after the purchasers.

In this recital are comprised the first two particulars to which I intended to call your lordship's attention.

It is, my lord, indeed surprising that at this stage of the proceedings, the existence of such security should be denied; and I regret that I have again to recur to this fact which I considered beyond the limits of discussion or doubt. In folios 109 and 110, we have the declarations of Tomkinson and Carlisle: they state, that Dickson & Co. guaranteed in 1859 the purchases, made in their respective houses, by Kasten and Lacasse; that at first the said firm disavowed the transactions, but afterwards admitted their liability and discharged same.

About this time (1859) the respondents moreover verified the purchases made in the houses of my clients, as well as those made of Best bros, Lumb, Twyford and others which they subsequently paid. And you lordship will observe that when transactions are simultaneously made in market

these, generally speaking, have all one like basis or are concluded on the same conditions.

The declaration of Mr. Wm. Wilson, folio 123, cannot be more clear or conclusive. He relates all the circumstances and even the very terms on which the guarantee was contracted: and his words exactly tally with the version given by my clients since first they commenced this suit.

Dickson's agents endeavor to cast an imputation upon said declaration, representing Wilson as a clerk of Drabble & Co. but, apart from the fact that this imputation comes late, and is nowise in the regular, prescribed form, it is wholly ill-grounded.

Wilson was certainly Drabble's book-keeper at the time of giving the security, but, shortly after, he left that employment, and at the period of his declaration, held an independent position, which makes his evidence quite admissible and trustworthy.

Wilson's declaration is in perfect conformity with that of Lacasse, who, in folio 126, admits "that the purchases he made at Drabble's were guaranteed by Mr. Charles Gloede, representative of Dickson & Co." It also corresponds with that of Kasten, who, in folio 244, states "it is true he made the purchases under Gloede's security." Hence we have a triple proof in strict conformity, two of the witnesses being Dickson's partners, who are therefore most interested in opposing this action.

The books of the house, for which I speak, present to your lordship another convincing testimony of the contract. They will stand the closest scrutiny, the most severe objections that can be raised by legal criticism. They are made up, day by day, with all the exactness that merchants require for the credit of the entries therein, and here we read, as by certificate, folio 72, all the sales in question entered in this manner:

Dickson & Co. for Kasten..

Dickson & Co. for Lacasse..

Your lordship here sees that, at the very date, in the same moment, of effecting the sales, they appeared in the sellers' books as guaranteed by the respondents; and it is incredible to suppose that respectable mercantile firms could be guilty of making false entries, or returing Dickson & Co. as security if they were not really such. With what object, I ask, or for what end would they resort to fraud or interpolation regarding their own acts, when no fears were entertained of the fulfilment on part of the buyers? The simple form of entry, the wording of the items establishes its truthfulness. If these books merely said "Kasten and Lacasse," and that it was added, guaranteed by Dickson & Co.", there might be room to cavil about the possibility of a subsequent addition. But standing, as it does, in the commencement, so clearly and simply worded, the good faith of the matter, is established, unless we are ready to tax the transactions of our leading firms with the charge of chicanery and bamboozling.

It has been sought to question my client's books on the usual grounds. Undoubtedly, for a general rule, they are used as a proof against the producer; but it is equally certain, that, when the books of a commercial house are found, like these, to possess the legal requirements; when the items entered are in accordance with other important circumstances, as here happens; when said books are not contradicted by others, kept in due form, as neither Dickson, nor especially Gloede, have opposed them; then they are held unshaken evidence according to the best commentators of the laws of trade.

Mr. Pardessus, in his mercantile treatise; Masse, in his essay on same subject; Soullier, in speaking of literal testimony; and Bonfin in his modern work on evidence all agree that, in suits between merchants, on commercial questions, the daily ledger, when supported by other antecedents, is *prima facie* evidence. The French code of commerce likewise holds this decision; and the same is conveyed by our own statutes, which are in this point a reprint of the ordinance of Bilbao, Chap. 9. Sect. 11 & 12. I rely on this uniform doctrine; I rely on existing laws: and by their authority, produce to your lordship the books of my clients as an indisputable proof of the security, whose fulfilment I demand.

If fresh proofs are required, I can produce them in the transfers of sales, made out in favor of Dickson & Co. The transfer is the documental delivery of the article sold, which passes at once to the hands of the purchaser. Well, my lord, in this case the transfers were given in favor of Dickson & Co. It is true they have denied this all-important circumstance, but their denial will go to shew that they contradict the plainest facts.

Kasten and Lacasse admit in folios 144 & 156, that, "some transfers of goods were made in favor of Dickson & Co." Wilson also affirms that "the transfers were given in Dickson's name." Don Luis Cerro, the broker employed as part of the buyers, in these matters, declares the same, folio 65.

The original transfers, still existing in the Custom house registers, and of which we annex copies prove the truth of this fact. It is both strange and lamentable that the Collector of Customs has refused to produce in court these original vouchers which were asked of him; because the documents deposited in public archives are purposely destined to serve in questions, like this, of civil or administrative importance.

Such being the case, your lordship, will consider this essential point as fully explained. In folio 102 the notary-public certifies, that "of the eight transfers produced, in seven of them, the name "Dickson & Co." has been erased, and that of "Kasten" substituted."

In the declaration folio 168, the notary says "in the transfers given by Drabble bros., the name of Dickson is blotted out, and that of Kasten bros. substituted, signing for the latter Messrs. Cerro and Grasso brokers. Moreover, Robert Niell, who was a clerk of Dickson's at the time of the contract and is so even still, declares in folio 102, that the transfers were given in favor of Dickson; and that they were afterwards altered by him at the direction of the head of the house. Your lordship will excuse my saying another word on a matter already so clearly established.

The respondents; being taken aback by these evidences, have alleged that the corrections were made by the brokers Cerro and Grasso who were, they say, agents of the vendors. This is a tissue of errors. The alterations were made by Dickson's clerks, for, so Cerro and Grasso affirm. They were made by order of the head of the house, as is stated by the clerk, Robert Neill, who executed said order.

But even supposing that Cerro had changed said names, these gentlemen neither are, nor ever have been, agents for my clients. Their very occupation is metamorphosed for the purpose of hood-winking this court. Mercantile brokers are always employed by the purchaser, and never by the importing firm, who limit themselves to making out transfers for the buyers. The latter choose their brokers, who present the transfers to the Custom house and act as their agents in all the necessary steps till the goods are placed on board. Such is the part of Cerro and Grasso in this transaction; and Kasten and Lacasse admit having given them the usual power-of-attorney. You will here weigh, my lord, how wide is the difference, in altering the transfers in Dickson's office by one of his clerks, at the manager's direction and presenting same by their own brokers as I have just shewn; how different, I say, from their being corrected by agents or dependents of my clients, as it has been sought to maintain.

As a last resource with respect to the transfer, our opponents urge, that Messrs Drabble, Laing and Barber were at liberty to object to these alterations, if found improper. I can imagine that the attorney on the other side, being little versed in commercial routine, should raise this point, but I am at a loss to understand how the merchants for whom he speaks could suffer him to advance such arguments in their name. Whenever an importing firm sells goods for exportation, they pass the transfers to the purchaser, and as this signifies a surrender of the goods, they neither think nor interfere any more in this matter, but merely enter the amount in their books. The transfers being once delivered, they have nothing to do with the persons who despatch them, or the alterations they may undergo. They neither know, nor have an opportunity of knowing about such alterations. It is just the case of one who accepts a bill, and, after affixing his signature, has no reason to know what endorsements are made thereon, until it becomes due.

The facts which I have sketched, are more than sufficient and conclusive; but, if I may still add further reasons to establish the liability of Dickson & Co. I will direct your lordship to the account sales of said goods. Kasten confesses, in folio 144, that "some were in Dickson's name": Lacasse, in folio 155, declares the same. Wilson certifies it in f. 123: and, to corroborate these testimonies, we have the original account-sale, folio 119, sent by Mr. Lumb to the Justice of Commerce in Montevideo. Your lordship sees it here in Dickson's name. This completes the chain of evidence to, shew the liabilities of the respondents; upsetting, at the same time, this flimsy defence, establishing the equity of our suit, proving the honesty of Wilson's declaration and the truth of my clients; books and arguments. I do not feel, my lord, bound to offer another observation of this point; the validity of the guarantee is, I think, fully demonstrated. The declarations of unimpeachable witnesses, and even of some who are interested for Dickson; the account-books made up in the proper form; the transfers and original bills of sale; all uniformly establish the existence of said guarantee. I will therefore proceed to the question of law, touching the responsibility that such security imposes on the respondents.

III.

Dickson and Co. insist, that, even if Gloede had given the security, it would not bind them, since he had no authority to contract such an obligation.

This is contrary to the facts: in the first place Dickson's firm advertised the power conferred on Gloede, without placing any limit or restriction, and, from that moment became responsible for all his acts, in the legitimate, or abusive, exercise of such faculties.

The commercial body had reason to consider him fully empowered, and such they reputed him; for, it is not the paper formula, locked up at home, that serves as a guide in business matters, but the general facts which are open to the knowledge of all.

"Mercantile affairs", says Mr. Masse speaking of the responsibility of those who figure as partiers but are not such, "are managed in good faith, and the hurry of business does not allow a third party to inspect the deed of partnership and so ascertain the standing of one who appears as a partner."

The remark of this writer is equally true regarding the powers conferred on a third party. An advertisement through the press or by circular is the usual, nay the only, manner of informing the commercial public of the agencies appointed.

This is rule in every case, and, for the same reason, whenever a firm is unwilling to answer for all the acts of their agent, they are careful to add, in mentioning his nomination, the limits of his action and the restrictions attending his appointment.

Those who do not act so, those who, like Dickson, simply publish that they have entrusted their business to such or such a person, are answerable for whatever ordinary transactions he may carry out, and your lordship cannot fail to perceive that the contrary would be not only unjust but also calculated to encourage fraud and imposition. If a mercantile house, after appointing their agent and advertising same, (in terms so general and unlimited as Dickson with Gloede), could back out of their responsibility in virtue of the powers kept close in their pocket-book, this would be a signal gain for trickery. A good speculation would be held valid, by the public notice; a losing one would be disavowed, by the secret powers which must be produced, only in such cases as this, when it is found convenient to shirk the consequences of a bad bargain.

These are the extraordinary and inadmissible effects of the principles here maintained by Dickson & Co.

But, I will briefly sum up my argument, viz 1st Because the notice published was unlimited; 2nd Because Dickson & Co. have put themselves out of court, in this particular, by admitting, folio 230, that Gloede's powers "enabled him to manage the ordinary transactions of the house." Such being the case, the cannot dispute the extent of same; for it is clear that, beside the principle enunciated, their own confession concedes Gloede ample faculties in all money matters of the firm.

The respondents allege that Gloede's powers however general, precluded him from becoming security, such operation being contrary to the usual routine of the firm and to his own instructions: great stress is laid on this defence, which is, in my opinion, much weaker than the rest.

I may first preface to your lordship, that no legitimate mercantile operation was contrary to such routine. A house, that receives cargoes and exports same; that buys and sells ad libitum: that barters exchanges on Europe: that gives and discounts bills; that, in short, has no limit in its operations: can it be, for a moment, supposed unauthorized to give security for goods worth one or two thousand doubloons.

Could any one think of disputing with Dickson & Co. whether it was not within the orbit of their transactions.

When a firm, like that of Dickson, is installed and carried on during 30 or 40 years with high credit, there are no questions or investigations made, as to its routine; nor is the security for exported goods out of the usual limit.

Quite the reverse, this system of guarantees is common in houses like Dickson's either in favor of recommendations from beyond this province, or for other merchants with whom they transact business.

If we accept the ideas here propagated, every act of business must demand an investigation; every day must involve numberless discussions, and the managers of importing houses should scarcely have time enough to exhibit their powers and instructions, if even their patience supported them in so idle a task. The National Bank, which discounts so many millions a month, should have to inspect hundreds of deeds by the hour, make infinite enquiries by the day, and raise a thousand questions as to whether the discounting or acceptance of a bill or note entered or no into the routine of the parties interested.

The representatives of Dickson & Co. are two intelligent English merchants; and, if either of them resolved to act up to the argument advanced in their name; if either of them should venture here to tell your lordship that the rule is practicable; and that the guarantee 2000 doubloons did not enter within the commercial orbit of Dickson & Co., my idea of men is erroneous. No! my lord, they could never maintain it, for, houses like Dickson's, Armstrong's and Deshale's, and all of this class, have no limit save the will of their head or the instinct of calculation.

Hence, we see them carrying out, or sharing in, all kinds of speculations: they buy, sell, import, guarantee, enter into railway, country produce & government loans; in a word, hesitate at nothing that can promise them interest or gain. The doctrine they have sought to enunciate is as imaginary as it is dangerous, and the Courts are obliged for the security and benefit of trade, to reject it.

Having proved that Gloede's powers enabled him to contract said security, and that it was by no means beyond Dickson's commercial routine, I will take up the case that Gloede had, as is stated, exceeded his instructions. But how can such a plea impede the suit of my clients? In no way whatever. They could not be aware of the private arrangement entered into between the agent and his principal.

They believed in Gloede only the representative of Dickson & Co.; it was with them they treated, to them they confided their property; and they it is who are obliged in law and honor to satisfy them, notwithstanding any secret negociations or connexion that may have existed between Gloede and the secured parties. The fixed principles, applicable to this point, cannot be more conclusive: "the agent of a merchant is, by virtue of his office, invested with full power to act for such merchant, and every act of his, in the circle of operations entrusted to him, bind the employer, as if it were his own personal doing; excepting always his remedy against the agent if he should exceed his instructions, *but without prejudice to the rights of third parties who have treated with him in good faith and without knowing the restrictions imposed on his action.*" These are the words of Bouquet and Pardessus; Masse and Horson are of the same opinion: Bedaraide and other celebrated writers give a like decision; and these principles are consecrated in every civil code from the *Digest* down to the *Code Francais*; from the Spanish law down to that at present in force in this country which latter is very clear in sect. 139 & 143.

The excess of instructions, supposing such, cannot therefore, bar my clients' action, so long as there is weight in the opinions and statutes I have just quoted.

Dickson's representatives not being over confident in the strength of these objections, maintain moreover that the guarantee was Gloede's personal security. I have already proved the contrary.

But I will place this question in the most favorable light for the respondent. I will grant that Gloede on contracting the security, did not declare that it was for Dickson & Co., forgetting for a moment all the evidence from the documents. Well, my lord, even in this purely hypothetical case, the firm is still responsible, according to all commentators and statutes, including our own recent law, sect 139, which states:

The contracts made by an agent for a commercial house, notoriously belonging to known party, are understood as made by the proprietor of such establishment, *even though, the agent should not declare so, at the time*, al says provided such contracts come within the usual routine of said house. I think, my lord, this quotation conclusively shews the responsibility of Dickson & Co. for all the acts of their agent, but I will add a further very important observation, which is, that the obligation is settled and established, as I have shewn, by the decree of the tribunal of Commerce; which disregarding all the objections I have just combated, ordered a meeting of Dickson's creditors; and the Supreme Tribunal confirmed this decd as executed by Dickson.

The question being at this stage, that is to say, completely establishing the security, and obligation there by imposed on Dickson & Co.; after both parties had exhausted every effort, pro and con, the Tribunal of Commerce has surprised every body, and baffled our hopes, by settling, with a stroke of the pen, one of the gravest subjects that can demand their attention. They have explicitly decided that they prescind from considering the fact or contract involved herein; they do not stop to study the law applicable to such contract, but, taking for rule the statute passed in 1859, that the security can only be proved by written voucher, or by the admission of the party giving such security, they give a verdict for the respondents, freeing them from liability.

In this manner, my lord, the contracts and obligations entered into, the rights acquired, under the ordenance of Bilbao and conformable to the common law in force up to 1858, are declared legally void, unless they be in accordance with the conditions prescribed by the statute of 1859 which came in execution in 1860. Such is the principle enunciated by the Tribunal of Commerce, and, probably their future guide, unless your lordship over-rule it.

The theory of letters of credit for foreign parts is quite applicable to a contract of security, according to the rule laid down by the *Consulado*. On this principle and on these grounds is based the decision against which I appeal. It will not be difficult for me to shew that this should be reversed; and your lordship, by such reversal, will place the law on a proper standing, as reason and public interest require.

To invoke the statute promulgated in 1860 for the purpose of undermining contracts and transactions concluded in 1858, is a violation of the primary principles of jurisprudence.

All men, even those most ignorant of legal forms, well know that no law has force until it has been ordained by the competent authority. This elemental theory of promulgation is wholly lost sight of by the *Consulado* in its present decision. The actual statute was passed in 1859 and put in force in 1860. How then can we imagine wherefore the Tribunal of Commerce pretends that my clients should be bound by it in 1858, when said law was not even dreamt of. They made their arrangements conformably to the established usage, and to the laws and regulations then in being; they did everything in due form, and it is utterly incomprehensible that this transation so executed in accordance with the epoch of its existence, should be now considered destitute of legal force for not corresponding with the requirements enacted two or three years later.

Promulgation, says Portalis, is the legislator's dictum, *viva voce*; and, doubtless, before such, the law is perfect, but, it is not obligatory, being no more than a dead letter, which acquires life and activity by promulgation. This is the unanimous opinion of all jurisconsults; and it may be concluded, that, if they deny all force or effect to laws already sanctioned but not promulgated, this principle has double weight to resist a law, which, like the one here cited, was neither promulgated nor sanctioned, nay, not even projected at the time.

While the Tribunal of Commerce violates the principles laid down in every code of laws, it puts in practice others, such as *retro-activity* of legislation, which have been exploded and condemned, from the time of the Romans down to our own days of modern civilization, by all statutes, even including those of our Provincial Constitution. "The law does not regard the past, it looks only to the future, and has no retro-active effect to the prejudice of right previously acquired." This is moreover a fundamental dogma, I may say, axiom, adopted by the Tribunal of Commerce. The law has no retro-active effect, says the Spanish Code. The same is contained in the French, Sardinian, Neapolitan, Austrian and Dutch statutes. Our Provincial Constitution, accepting a principle so universally admitted, expresses this also, art. 156 in these terms "No law shall have a retro-active force."

All codes therefore are agreed on this point: so are all writers and magistrates, and certainly this is but right, for, if laws could affect the past, as the Tribunal of Commerce seems to wish, a never-ending agitation would upset the most important interests of society.

Here, then, you have, my lord, the universal principles, laid down in a few words. Here you have the constitutional dogma violated by the Tribunal of commerce which has endeavored to give the statute of 1860 not only a retro-active force as far back as 1858, but, what is much more serious, a derogatory power regarding acts then consummated, and affecting acquired rights which are inalienable even by law.

In investigating the motive for so unaccountable a proceeding, I find nothing more than a mistaken interpretation of art. 1751 which ordains that by this rule are to be judged all matters pending at the epoch of its promulgation. But this article has not, naturally, any other object than transactions not completed, or affairs pending at the date of such promulgation: it by no means includes bargains already concluded, negociations fully arranged two years before, such as the security in question. These transactions, once settled, involved certain obligations on Dickson & Co. and gave certain rights to my clients that are inseparable from them, and can neither be taken from them by the law nor by any other social authority.

If the Tribunal of Commerce interprets the Mercantile code in any other manner, on this particular; if they fancy that it implies an annulment of all contracts however legally concluded at the time of their execution. I do not hesitate to say, that such ideas do little honor to the understanding of our local legislators, who, if such was really their intention, must have been as far from the science of legislation as from the tutelary principles of society.

The *Consulado* forgets that nothing is higher than the constitution, and as this denies all *retro-active* effect to the laws, the stretch which they endeavor to give this statute of the Commercial code is essentially unconstitutional.

The clause mentioned, refers, as I have said, only to matters actually pending which have involved no rights and the contrary interpretation is inadmissible; for, as Masse says "there is no reason to attribute to the Legislator, who may have employed ambiguous phrases, an intention to mislead."

Lastly the Tribunal of Commerce has forgot on that the same very law cited by them, resolves the difficulty in these express terms, art. 3. "The laws affect matters pending or to come, but, never changes rights acquired, or obligations arising from acts or contracts previous to its promulgation."

Although the wording of this statute saves me the trouble of a lengthened argument, your lordship will permit me, for a clearer demostration of my clients' rights, to throw overboard all that I have brought in evidence, and accepting for hypothesis the opinions of that court, I insist that even so it is surprising to hear them decide as they consider unnecessary to enter into the question as to whether Gloede could or could not execute these acts, and whether such implied alliability on the house of Dickson & Co. I have been disgusted, pardon the expression, to find that at this stage of the proceedings, when both parties had exhausted so many efforts on the subject, we have not succeeded even to explain to the Tribunal of Commerce the question at issue, the only real turning point, which they reject as irrelevant.

The sentence against which we appeal, by wrongly applying the statute as I have shewn, maintains that the guarantee can only be proved by the admission of he securing party or by written voucher. But, granting all this, I will go so far as to suppose what the Tribunal decides. Where, I ask, have they found any denial of the fact, which excuses them from requiring the confession of the interested parties? In what page of the process have they found evidence even to call in doubt the transaction. Dickson & Co. have admitted the Gloede gave security for the purchases of Lacasse and Kasten,

Gloede, too, has confessed the guarantee in all his declarations. Kasten and Lacasse have corroborated the same; and this point, so far from being contradicted, is fully borne out, by the unanimous testimony of all the parties interested, as is required by the statute wrongly invoked.

The only question, therefore, at issue; the only one that brings us before this court, is that from which the Consulado prescinds, namely, whether the security given by Gloede, the agent of Dickson, without any public restriction on his powers, obliges or not, the house that he represented. Hence it is that Dickson & Co assert in folio 217, that from the beginning they have had "but one word to offers, namely, that the firm was not compromised in these transactions, and that supposing Gloede had guaranteed them, such guarantee was a merely personal security, which could, by no means, be extended to the house." And it is to establish this, that they have directed all their efforts, and advanced their proofs, without once dreaming of calling in doubt the existence of said guarantee. The Tribunal, then, casts aside the only point submitted, and raises up a difficulty that occurred to no one up to this moment. Their decision is doubly void, since they reject points that have never been questioned, and do so by terms contrary to the facts and to the admission of the parties themselves.

Lastly the respondents plead that, accepting the security contracted by their representative, they cannot be sued before the principals, and, to found this proposition, they have elaborately dwelt upon the theories of guarantee, showing that it is a subsidiary obligation, and that all laws are in accord on this particular.

But, I am sorry that they have forgotten to add, that all laws uniformly, excepted the case wherein the principal, so obliged, is, like Kasten and Lacasse, notoriously out of the jurisdiction, and this throws the liability on the bail: statute 9th, cap. 19, is clear on the subject. Both statute 9, sect 18; and the commercial code are to like effect, concurring with the constant practice and meaning of guarantees in mercantile affairs.

Having vindicated therefore the existence of this guarantee; the amplitude of Gloede's powers, as admitted by respondents, embracing all matters in the ordinary routine of the house; and that the security in question was not beyond such routine: nothing is now wanting, but, that Dickson & Co. should do for my clients, what, they have done for the other firms I have mentioned. Nothing, my lord, in a word, but, that justice should award its decision.

Before closing, I beg, my lord, to offer a final argument which I consider simple but important, and I do so with greater pleasure, since it does credit to the genius of Messrs. Dickson's advocate. He indeed, has left no stone unturned, nor omitted anything becoming the importance of the suit and his own professional character. Yet, in spite of this, and of the research and ability he has brought to bear on the matter, it has never occurred to his, my lord, to quote the Commerce

code. Never has he dreamt of unravelling this question by the unconstitutional and capricious clue which the *Consulado* took into their hands.

In view of all I have just established, and of my previous demonstrations, in the name of the commercial interests so seriously affected by the decree against which I appeal. I respectfully call on your lordship to reverse it, by declaring Dickson and Co. decreed for the amount in question. But if you decline, my lord, to wind up this case, seeing that it has not been yet properly resolved in the first instance (1a *Instancia*), according to my opinion of the sentence appealed, I submit that your lordship should send it back to the Tribunal of Commerce, requiring that court to pronounce a verdict according to law.

Notes.

In explaining the suit of John Laing & Co. it was shewn, in addition to the arguments and facts above cited, that some further circumstances militated in their favor:

1st That Laing & Co. had produced copies of accounts with the heading Dickson & Co., to which the latter did not oppose the originals, as they should have done, were such copies incorrect.

2nd That they filed the declaration of the clerk, who made out the transfers, alleging that such transfers were drawn up in name of Dickson & Co.

3rd. That in the documents, were found the *original* transfers, all in Dickson's name, altered by the clerk of the latter Rob. Niell (as appears by his sworn testimony), with the exception of one that still remains unaltered, which, of course, was despatched by Dickson & Co., since they alone could received the goods, the transfers being in their name.

4th That all the declarations of witnesses, account books, and transfers werein perfect and mutual conformity.

THE WEEKLY STANDARD.

Victory of Pavon.

Mitre is certainly "the man of the day." The tide of fortune that hitherto favored Urquiza, has set against him, and his military prestige, the strongest arm of the Republic, is broken. When we said that this month is the luckiest in the Kalendar for Buenos Ayres, we scarcely anticipated so full a verification. The long series of contests between this city and the Provinces is now at an end, and we have reason to hope at last for peace.

On the morning of the 19th (Thursday) sinister reports reached us from run-away horsemen, importing Mitre's defeat: the city was in a state of anxious suspense, and not until 1½ A. M. when we were awakened by fire works, did the real news become known. In an instant it was spread through the town that our troops had gained a decisive victory; and altho', as might be expected, the "Tribuna" supplement magnified details, yet the main facts were fully borne out by Mitre's despatch, which arrived next day.

Before sunrise on Wednesday 18th our army marched into the province of Santa Fé, and having driven back the vanguard of cavalry, came up with the whole body of the enemy a little after mid-day. On drawing up the two armies our General-in-chief counted his forces, 15,500 strong with 34 pieces of cannon, and estimated those of his adversary at 15 or 17,000 rank and file with 42 guns, some of heavy calibre.

At 2½ P. M. fire was opened on both sides, Mitre's lines advancing up to half cannon-shot from the enemy, who rested his centre on the strong position of Estancia Palacios and his left on Pavon. By this time Urquiza's vanguard had fallen back on Cañada Rica, and Mitre's movement had cut off two divisions. With the view of throwing their front into disorder Mitre kept up a galling fire of artillery; and then ordered Colonel Paunero, chief of his staff, to advance with the centre battalions and break or capture the enemy's infantry and artillery.

Colonel Emilio Mitre in supporting Paunero had his horse killed under him, by a cannon-ball, while leading on his column to the attack. This movement was executed with the utmost courage, skill and rapidity. Colonels Rivas and Aguero, with the other officers in command, dashed forward under a deadly of musketry and grape-shot gallantly put the whole body infantry to flight, captured the ory and pursued the fugitivos, taking a large number of prisioners. This manoeuvre decided the fate of the day, and Colonel Paunero was unanimously saluted General by his victorious companions-in-arms.

At the same time fortune had deserted Mitre on another part of the field, for, our cavalry, being flanked on both sides, by the enemy; struggled for some time to save their honor, but eventually fled in confusion across the plain, leaving only 300 men, who unable to make head against superior numbers seized the moment to incorporate themselves with the main body. Hornos taking the command of this brave handful made a sudden diversion, taking 34 waggons which the vanquished were conducting from the field.

The engagement had lasted two hours when our infantry was left in undisputed possession of the ground, the enemy's cavalry dispersing in great numbers and many falling into the hands of the conquerors. The trophies of this signal victory are 12 or 15 hundred prisoners, of which 96 are officers; six banners, two standards, 37 pieces of artillery (3 of them spiked) including 14 taken at Cepeda; 5,000 horses, with all baggage and ambulances.

After the battle our troops were busied removing the wounded of both armies, and destroying the arms thrown away by the retreating forces. Mitre, in his reconnaissance, observed that some of the wounded had their throats cut; and appreciated the strategical strength of Urquiza's position.

Such was the issue of the first real battle ever witnessnd in this country. At Cepeda, the world had no opportunity of judging the merits of the opposite armies and their respective generals. Mitre took a wrinkle from that defeat, and happily came off winner, in spite of the very circumstance which on that occasion caused his loss, but, at Pavon only served to cast the valor of his infantry in bold relief.

That Urquiza's soldiers did not run from their posts is clear, by reason of the numerous prisoners; and altho' some affect to doubt the truth of Mitre's account, there is an air of frank simplicity pervading the whole, that gains from us full credence. Perhaps we may except the item of losses; for it is difficult to imagine how 30,000 men at close fighting for two hours can have only 200 wounded on both sides. Amongst our slain is Capt. Pezzutti Pilloni, who fought in the Crimea, Magenta, Solferino and Sicily. One month since he entered this service and closed an eventful life at the age of 22, on the pampas of Santa Fé.

It is customary to hail the rising sun, and therefore with all respect for neutrality, we say Mitre has proved himself a soldier, and may take his patent from the field of Pavon.

Buenos Ayres and the sky over it.

While juvenile patriots let off rockets for the recent victory, and party journals crow over the vanquished, all sensible folks naturally ask "what's the next move? Our army being at San Nicolas shews that Mitre, by the desertion of his cavalry was obliged to recross the Arroyo del Medio; and the demand for re-inforcements, even from the fugitive gauchos is, proof that our general is resolved to assemble all available forces, before following up the enemy. In other words the war is not over, as is seen by the high price of doubloons; and if we are spared the terrors of a siege, we are not yet favored with an olive-branch. In the battle of Pavon, the armies were about equal; and Urquiza will soon, with diminished numbers endeavor to make another stand, as the gambler who loses his stake, still risks another throw. The most serious detriment is the capture of his artillery, which cripples his future operations; and the tarnished fame of a defeat, wich destroys the confidence of his horsemen. Some of the details of the fight are interesting: when the cavalry wavered & fled, Mitre reposing all his hopes in the infantry, summoned the chaplain to bless their arms. The very gunners, turned diplomatists, answering Urquiza's ultimatum so: you want MartinGarcia-here goes-*tum*: you want our fleet, take this-*tum*: &c. Among the spoils were three bottles of Piesse & Lubin's hair-dye, and some excellent champagne.

The Italian legion behaved well, and is said to have suffered heavily. Major Charlone charged sword in hand, 50 yards ahead of his company, and took three officers of the enemy. Count Pilloni was in the act of capturing a flag when he was shot through the heart. Gen. Francia is said to be among the killed, and Urquiza is accused of cowardice. The "Nacional", asks the cavalry to be decimated, or have half their beard shaven off; we prefer the latter distinction. Some of the Argentine gauchos began plundering, but Hornos stopped them in this *diversion*. Mitre, at first, intended to leave the wounded at Estancia Palacios, but they expressed a fear of Saa cutting their throats. What an ugly position for enthusiastic army-nurses, if they were there to attend them! Before the battle, stratagists declared that, in case of defeat either general must retire to Rosario or San Nicolas. Nobody anticipated that both would establish their head-quarters respectively in those towns. One of Mitre's first acts was to forward the banners and officers taken, to this city, in order to convince those who are justly sceptical of fire works. The standards include one embroidered by Mrs. Derqui, and Urquiza's household flag: the prisoners are 96 officers; both were in charge of Dr. J. M. Gutierrez, and have been deposited, the former in the Retiro, the latter in Government House.

Meantime our governor, *pro tem*, thinking that we are no longer in danger, has done us a service by raising the state of siege (*assemblea*,) It cannot, however, be expected that trade will recover the late paralysis in a few days, and probably some time must elapse, ere it return to its former channels.

The reign of terror.

We, who live within the precincts of the capital, enjoying the security of a great population, can form but an imperfect idea of the dread and alarm that fills the minds of our country brethern. They consider their properties, even their lives in jeopardy, and from the reports of marauding bands of deserters who sack and pillage the northern districts, we believe such terrors are not ill-founded.

It is therefore with pleasure that we observe the first care of our Minister of War has been to assemble the scattered gauchos of our army; and General Mitre likewise sent out strong divisions to arrest the havoc caused by those of Urquiza's forces who crossed the frontier. Much has been done, but much remains to do, ere the peaceful peasantry and sheep-farmers can be secured from plunder.

It therefore behoves our government to station picquets in each of the camp towns, and this is all our countrymen can expect. For the rest let them adopt the adage of Cromwell "put your trust in God, and keep your powder dry." Let them make a revolver their bosom-companion; and hope for better times.

Dry goods.

Trade is completely paralyzed, and, but for the articles required for government and army purposes, might be considered dead.

Among the items sought for, are, low pilot-cloths of which the market is at present bare; this article is therefore is great demand and prices lately obtained are full.

Dosfrizas, baize and *bayetons* are repeatedly asked for; also bleached duck for tents, which is very scarce.

Al other ordinary transactions are at a stand still.

LOCAL EVENTS.

Sword of honor.—A subscription is opened. at the "Com. Times" office to present a sword to Major Charlone. We have no objection to start a fund in this office for purchasing a silver hammer for S. Francis' bell-ringer, as a reward of patriotism evinced in rousing us up on the night the 19th.

Two sides to everything.—The "Nacional" quotes an amusing account, of the late battle, by Urquiza who says he took 3,500 prisoners, making it appear another Cepeda. No doubt there was some resemblance, except that there Urquiza took our artillery, and here Mitre has captured his. A case of table-turning.

Faugh-a-ballagh.—Our evening colleague invents a story of two Irish regiments whom the Iron Duke dressed in *petticoats*, for their cowardice in the Peninsula. Voltaire calls the Irish "the bets troops in the world, out of Ireland" and we are confident the Connaught Rangers, or Enniskillen Dragoons, would give our Porteño friends a striking proof of the fact.

Thanksgiving.—The officers, prisoners of war, have made a very handsome manifestation, to this city, of gratitude for kind treatment.

Cannonade.—Yesterday morning several persons heard distinctly the repor of artillery in the direction of Rosario, and this has been confirmed by Don M. Azcuenega, who heard the same in San Isidro. This is not strange, for our Irish friends heard the firing of Pavon, at Villa Mercedes (60 leagues).

New Generals.—It is proposed to make Colonel Gelly a General; as well as Colonels Conesa and Mitre: the first for his activity in council, the other for bravery in the field.

For head-quarters.—Two battalions, *Cazadores & Centro* embark to-day for San Nicolas; they are said to be well drilled.

Melancholy accident.—Last week the Lobos diligence broke down, causing serious injuries. Mr. John Aiken suffered a contusion in the spine, and died soon after: Mr. A. Cornfoo was some what bruised; and it is said the *mayoral* was mortally wounded.

University.—This institution, which was closed during the state of siege, is re-opened. The new front looks remarkably well, and nothing is wanting to spoil it but the old cabildo clock, which is destined for the belfry, but which is very ill timed.

Late publication.—Last week, we had to practise on our readers' patience, our pressman being at the trenches; this week we are several hours late, owing to a lengthened subject in our first page. In future we promise punctuality, but accidents will happen in the best regulated journals.

Colon Theatre.—Tomorrow evening is announced the pretty mythological piece "Zephyr and Flora," to be followed by "The Zoave in China." The performace on Sunday evening was highly interesting and dramatic. Miss Thierry was "the daughter of the regiment" to perfection.

Patrick Ennis.—The bearer of this euphonious appellation will please call at our office for a letter, which by some accident, came from the United States into our letter box.

Under arrest.—It has been currently rumored that the Editor of the Standard, or else of the "Commercial Times, having become obnoxious to government was invited on a visit to the Policia. For ourself we can affirm it is false; and think our colleague the last man likely to be accused of hostility. The story was well got up since we are not fond of soft-sawder! our motto being "nec aspera terrent"; which, as the Consul for Hanover will tell you, signifies never say die!

Martial Law.—Some of our journalists, birds of ill omen, hint the propriety of restoring duty at the trenches. An idle rumor is also flying about, that the assemblea or martial law is about to be renewed. This would tend to alarm uselessly our citizens who are rejoicing over the victory; and the interests of commerce have already suffered enough, not to put us to new inconvenience. The "canard" is false.

English Mail.—The post for Europe is closed at the British Consulate on Friday 11 A. M.

Closed port.—This port has been closed last week, to all transit with the Rivers Uruguay and Parana.

Doing a favor.—We read that our Admiral was on the point of blowing up Rosario, when the Oheron requested him as a favor to refrain; and he bowed to the insinuation.

Rates of freight.

London Salted hides 30s per ton. Dry hides 50s. tallow 35s. per ton. Bales, ton. 40c feet 20s to 25s.

The Channel Salted hides 40s Tallow 40s. Bones and bone ash 25s to 30s.

Marseilles Dry hides 70frs. tallow 45 frs. bales, 40c feet 45 frs.

Havre Salted hides 25f. Dry hides 80f. tallow 40f. bales 45f.

Antwerp Do 10s do. 60s. tallow 30s do 25.

United State Do ⅞ to ½ do ⅞ c do 5⅝

Brazil. Jeerked beef 3 3 ⅞.

All with 5 p ⅌ primage, except to France which is 10 p ⅌.

Exports of Produce.

Mouth ending Sept 22.

Cow-hides	dry		68,232
Salted do,			9,442
Horse do			11,470
Ass do			95
Sheep do		bales	177
Mares grease		pipes	1353
Horns			74,000
Wool		bales	996
Horse hair.		bales	220
Tallow		pipes	672
Bones	151 tons & bags		163,000
Bone dust	141 " & bags		6,992
Copper		bars	698
Jerk'd beef		quintals	11,398
Mules			212
Salt tongues		barrel	1
Tobacco		boxes	271

Vessels sailed for England since last paket.

Aug. 27	"John Banyan"	for London.
" "	"Montesquiu"	" Mauritius
" 28	"Constant Maria"	" England
" "	"Dos Amigos"	" Brazil
" 29	"Assunzioni"	" Genoa
" 31	"San José"	" Brazil
Sept. 2	"Anna Catherina	" Brazil
" 3	"Antwerpia"	" Antwerp
" 5	"D. J. Visser"	" "
" 7	"Ernest"	" Cadiz
" "	"Lanscashire Witch	" Foreign ports
" 8	"Mancho"	" Bourbon
" 10	"Francis Carvill	" Liverpool
" 11	"Anna"	" Genoa.
" 12	"San Jose"	" Brazil
" 12	"Recurse 2	" Spain
" 13	"Panama"	" Haero
" 14	"H. M. Elizabeth	" Antwerp
" "	"A Von Frouskin	" Foreign ports.
" "	"Santonge packet	" Rio Janeiro

(See sailings of this week)

ARRIVALS AND IMPORTS.

17

From Cadiz, July 18, Am. brig, "Ada" to order, with 183 ls. salt.

From Mvideo, Sept 16, Span. warbrig "general gravina"

From Valparaiso, July 11, Lubeck brig "Dolphin" to Freyer, with 20,000 ft, lumber; 188 bags, linseed; 3250 do, corn.

From Liverpol, May 15, Eng. brig "Mellora" to Renu'e Fweedie with gen. cargo.

18

From Montevideo, Or. S.S. "Montevideo," with 66 passengers,

From Montevideo Braz. S. "Marquez de Olinda."

From Barcelona, July 10 Span. polacre "Sorpresa" to Ochoa with wine, oil and paper.

From. Genoa July 12, Ital. barque, "Virginia" to Bertarolli, with oil, marble & wine

From Cadiz. July 12, Ital. "Gloriada" to Pietranera, with 250 ls. salt; 50 brls, wine; 60 do, olives.

From Montevideo, French war brig, "Beaumanoir"

20

From Montevideo Am. S. "Mississippi" with 66 passengers; 1000 brls flour f r Zimmermann Fairs.

From Glasgow, July 18, Am, brig "Lizzie Bliss" to Longnick Scharff, with 1600 bars iron, and hardware; 267 tons coal for Getting; 1100 casks beer for Brownells.

From Bremen, June 22. Brem. Ship, "Humbo'dt" to Doetjen with General cargo.

From Banda Oriental, Nat. S. "Changador."

From San Nicolas, Or. S. "Dolorcitas"

21

From Montevideo Am. war steamer "Pulaski," en route for Tigre.

From San Nicolas, Or. S. "Montevideo" with prisoners of war.

From Pernambuco, Sept 1, Hamburg brig "Heinrich Arens" to Freyer with 700 brls sugar; 150 pipes aguardiente.

From glasgow, July 8, Am. barque "Carolina" to Jetling with 242 tons coal, and hardware.

From New York, Juil 15. Am. pilotboat, "Sidney Price" to Zimmermann with 160,000 ft lumber.

22

From Baltimore, July 16. Am. barque "John C. Bruno" to Zimmermann with 2758 brls flour; 100 do aguardiente, &c.

From Montevideo, Swedish brig "Sidon" to order, in ballast.

From Fray Bentos, Eng. brig "Flying cloud".

23

From San Nicolas, Eng. goletta, "Nundeepe"

SAILINGS AND EXPORTS.

17th

For Gunos, Ital barque, "Maria Eugenia", with 100 box s, bottled oil.

Montevideo, Amer. S. S. "Mississippi"; with passengers.

Rio Janeiro, Amer. brig, "M. A. Jones", with 2,248 quintals of jerked beef and 70 mares hides, salted.

18th

Cuyabá, Braz. S. S. "Marquez de Olinda", with passengers.

19th

Boston, Amer. brig, "Angeline Avery" in ballast.

Boston, Amer. barque "J. O. Nickels" in ballast.

New York, pilotboat "W. Hunter", in ballast.

Baltimore, barque "Palladin", in ballast.

Foreign ports, barque "Sea Lark" in ballast.

Foreign ports, barque "C. A. Chase", in ballast.

Foreign ports, Aust. barque "Epulo", in ballast.

Montevideo, Dutch brig. "Margaretha", with 11 lasts, 2 tons. coal and 8 bales hide-cuttings.

20th

Falkland Islands, Orient. barque "Regatta" with 750 live sheep.

Concordia, Dutch barque "Haring" in ballast.

Liverpool, Eng. barque "Belle Poule" with 9 bales, hide-cuttings; 109 do wool; 40 packs, horse-hair; 189 bales and sacks, do; 200 boxes, mares grease; 95 pipes, tallow; 6,000 salted mares hides, 438 dry cow-hides; 310 bales tobacco; 54 bars. copper, 48,000 bones; 5,250 horns.

Montevideo, Am. S S. "Mississippi" with passengers.

San Nicolas, Or. S. S. "Dolorcitas".

22

Foreign ports, Eng. barque "Macduff" in ballast.

Uruguay, Amer. lugger, "Emma J Mead".

23

Montevideo, Nat. goletta "Constata".

Up the river, Span. war steamer "Concordia"!

DEATH.

On Wednesday 18th ult. John Lenkin aged 40 years. Deceased was a native of Sunderland, England.

Correspondence.

{ Partido de Chascomus. Sep. 10, 1861.

To the Editor of the *Weekly Standard.*

Sir

In answer to the question "What class of rams is most profitable to to the general sheep breeder" with the concurrence of some very experienced sheep farmers, I beg to say: that as it is a question of exceeding importance to us all, to foster right ideas, and eradicate illusions, as many of the intelligent sheep farmers of the country as can spare time to answer this question, ought to do so. It cannot be denied but that the intelligent native gentlemen engaged in the sheep farming business are now during these latter years more particular in having good, first class rams in their mestizo flocks than even our own countrymen; this will seem a strange fact at first sight, but if any of your readers doubt it they can verify the statement by applying to any of the principal ram establishments in the country. Taking this therefore as a fact we must enquire from whence does this remissness arise, simply, it may be answered, that as the general sheep breeder thinks it neither answers his means nor his circumstances to invest large sums in putting mestizo rambouillet into his mestizo flocks he is content, so long as his lambs are any way fairish, to hold on to the old rams he has got and every year make them as good as new by changing these old rams from one flock to another. During a short sojourn to the north some little time since, I had good opportunity for taking some notes on this important subject. Now in the first place our countrymen seem to prefer the old merino breed of rams which came from Hiraftts & Sheridans, to either the new class of Negrete or Rambouillet, for many reasons such as soundness of hoof, rotundity of body, shortness of legs, belly well covered &c, as to the wool, it cannot be denied but that if the Rambouillet give more wool it is coarser, the negrete breed is of any thing too fine & the animal small, they require also great care & should be housed in winter. I should like to know the opinion of one who knows as to whether the mestiza merino Rambouillet does not make a better cross with a good mestiza sheep than the negrete; as I said before, some of my neighbours concur with me on this point, the mestiza negrete Raimbouillet are not in our opinion so desirable for the general sheep breeder as the mestiza merino Rambouillet

Yours, an Irish sheep farmer.

MISCELLANEOUS.

THE NAVAL RESOURCES OF AUSTRIA.—Five and twenty years ago Austria was as far as anything in the shape of maritime development went, absolutely null. She had one steamer, the Archduke Ludwig, belonging to what was called the "Austrian Lloyd," which establishment the said steamer, in fact, represented. At the present moment this same "Austrian Lloyd" possesses sixty of the finest steamers that are anywhere to be found, has the first private arsenal in the world, finds employment for many thousands of men, and has, in a quarter of a century, been the prime motive power, as it may be termed, of millions of money. The development of the Austrian navy has been more rapid even than that of the "Lloyd." In 1848 the whole of her fleet consisted of three sailing frigates, five corvettes, eight brigs, and three aviso-steamboats. Her fleet at this moment consists of one screw steamship of the line, three screw steam-frigates, four sailing frigates, two screw and four sailing corvettes, three brigs, fifteen paddle-wheel steamers, twenty one screw gunboats, twelve *chaloupe-cannonieres*, one iron-clad floating battery of sixteen 48-pounders, four schooners, and two iron clad frigates, about to be launched in a few weeks. Every man in the empire speaks with pride of the screw steam-ship of the line Kaiser, in the building of which not a foreign hand or one atom of foreign raw material was employed. From the engines and the guns up to the slenderest rope of her rigging, everything was purely Austrian in this noble vessel. It may be worth while to remark that the Piedmontese have all along been relying for their ship-building timber upon Austrian exports, and at this hour the ships with which, perhaps, Italy hopes one day to blockade Venice are being built of the oak grown in all but inexhaustible quantities on the Austrian shores. Nor has the manufacturing skill of the empire been developed with inferior rapidity or inferior results. For the last sixteen or eighteen years there has existed in Trieste a large and well-known manufactory of steam-engines under the direction of M. Strudthoff. In the beginning Austrian officials would hear of nothing save engines and machinery of English manufacture. Not quite twelve years back they agreed, nevertheless, to allow a trial to be made, and an engine of 100 horses' power was ordered in M. Strudthoff's establishment for the paddle-wheel steamer Taurus. The success was complete, and the Admiralty authorities forthwith changed their plan of action, and began to employ their native manufactory, the operations of which have become so extensive that the greater part of the steam-vessels which have been enumerated above are supplied by engines produced by M. Strudthoff's firm; and so highly satisfied is the Austrian Admiralty with their performance that, in spite of its former prejudices, it has lately, in a document addressed to the establishment in question, expressed its deliberate opinion that the engines furnished by it "stand satisfactorily the comparison with those coming from the most famous manufactories in Great Britain." Now, as to her ships' crews, Austria is probably equal to any European nation, after ourselves. In the inhabitants of her Adriatic coasts-in the Istrians and Dalmatians above all-she possesses a population of genuine sailors, of men to whom the sea is everything, and whose idea of life is inseparable from their idea of the sea. Incorporated with these, it has been found that from several other provinces of the empire are brought sailors of first-rate quality. Bohemians and Gallicians are above all praised for their seamanlike aptitudes. The corps of officers of the Austrian navy is mainly composed of men of German extraction, and this seems as yet to answer very well. At the head of the Austrian navy is an Imperial Arch-Duke, full of energy and intelligence, resolved upon the quickest and utmost development of her naval resources; and, we believe, warmly seconded by the Emperor, the government, and the Reichsrath.—*London Review.*

—Apartments have been taken for his Royal Highness the Prince of Wales at Queen's Hotel, Queenstown.

The *Nationalities* of Turin denies that the King of Italy intends for the present to visit Naples.

Edward Wheeler, Esq. The Rocks, has been appointed a magistrate of the county Kilkenny.

Twelve thousand Cheshire cheeses were destroyed in the late fire in London.

The Adriatic arrived at Southampton on Monday, from Galway.

Ten thousand emigrants arrived at New York during the month of June; four thousand from Liverpool.

During the ten days of the competition at Wimbleton more that 150,000 ball cartridges were expended.

The elections at Montreal and Toronto terminated in favour of the ministry.

According to last reports there were 5000 men at work on the Suez Canal.

According to the last census, the population of Spain was 15,688,000 souls.

Prince Napoleon and the Princess Clothilde, after visiting the fortress of Gibraltar, embarked on board the Jerome Napoleon for New York.

The exportation of wine from Jerez and Port St. Mary through the port of Cadiz during the month of May amounted to 5,183 pipes.

The Master of the Rolls has appointed Mr. J. Duffus Hardy assistant keeper of the public records in the place of Sir F. Palgrave.

The bishopric of Honolulu, Sandwich Islands, has been conferred on the Rev. T. N. Staley, formerly Fellow of St Mary's College, Cheltenham.

Major Babonon, Belbeton Park, county Mayo, has left home for China, to seek after his son, whom he—and he alone in all the world—believes to be still living.

Mrs. Henry Lyon, daughter of Col. Wilson Patten, died on Wednesday at Appleton Hall, near Warrington, after a few hours' illness.

The memorial statue at Southampton, to the memory of Dr. Isac Watts' was on Wednesday inaugurated by the Earl of Shaftesbury.

Since 1788 England has sent no less than 131,430 convicts to Australia, exclusive of those sent from Ireland in 1840.

The advices from Sydney report the failure of Mr. Richard Harrett, broker, with liabilities to the amount of 60,500*l.* and assets estimated at only 230*l.*

A French journal states that the Baron de Vidil, now about 60 years of age, carried on, about 30 years ago, a wholesale export trade as a glover, in which he gained a large fortune.

The *Star* announces, apparently on authority, that Mr. Gladstone will decline to stand for South Lancashire, preferring to continue to hold his seat for the University of Oxford.

The *Monitor* denies that there is any truth in the allegation made in many journals that quarrels have taken place in Rome between French and Pontifical soldiers.

Several of the Marseilles journals state that M. Alexandre Dumas has just left that city for Naples, where they say he is about to found an extensive culinary establishment.

—The French government has lodged a complaint with the Papal government against the Bishop of Poictiers, for having, in the Allocution which he pronounced in his church, on St. Peter's day, made use of offensive allusions to the Emperor, designating him Herod III.

The Pope has received fresh assurances that the French army will remain at Rome

—One of the largest meetings of the electors of the city of London probably ever held, took place on Tuesday in Guild-hall, for the purpose of hearing a farewell address from Lord John Russell on his retiring from the representation of the city. His lordship, after reviewing the various political questionswhich had agitated the country since he had had a seat in the house, said he trusted that he might be of some use to the country in another sphere. It was not his intention to remain as it were a rusty rail in a monumental mockery. He hoped that he could still be spared to be of service in the deliberations of the nation, and his strong hope was that if reformers would present a bold front they would go on from triumph to triumph. His lordship trusted that they would continue in their efforts for the full development of free trade and the promotion of free and religious liberty. Having thanked them for the repeated times they had elected him, he withdrew.

—There are 17 departments or divisions of the War office, consisting of 662 persons, of which 18 are military, or belonging to army departments and 664 are civilians.

—Important French Discovery—The *Journal du Havre* publishes the following report of experiments upon iron plates:—"Experiments upon a grand scale have been made at Gavres, near L'Orient, and at Cherbourg' with thoicannon and ammunition to be used against any enemy's ship approching the coast. These experiments were tried in presence of the commissioners appointed to superintend the defence of the coast, and were remarkably successful. It has been ascertained that the guns and ammunition have arrived as near to perfection as possib'e and that at a distance of 1,500 yards the cannon shot will perforate the thickest steel plating which a ship will bear.

—The principal wine producers of France intend, it appears, to exhibit largely at the approaching London Exhibition, and they expect to be allowed in the building itself to offer specimens of their wines to be tasted. They doubt not that they will be able to establish direct relations with English consumers, and so get rid of the costly intervention of dealers and agents.

11: de Setiembre Market

Dry cow hides, narrow	pesada	120 to 125
Hides of all stakes	—	105 to 110
Calf skins	—	80 to 90
Hides of colts	each	25 to 30
Sheep skins unwashed	dozen	45 to 50
Do mixed		70 to 90
Mestiza, fine		100 to 150
Nutria	lb	4 to 4½
Horse hair North	arrob.	95 to 100
Do. south		100 to 110
Tallow pure		40 to 45
Creole wool washed		75 to 80
Do. unwashed		40 to 45
Do. mixed		50 to 70
Fine mestiza wool		80 to 100
Lambs do-		40 to 65
Ostrich feathers lesse.	lb.	22 to 24
Do. woven		25 to 27
Ox horns	thousand	500 to 900
Inferior do.		300 to 400
Wheat superior	fanega	260 to 270
Do. middling		220 to 230
Do. inferior		150 to 180
Indian corn		120 to 125
Barley		80 to 100

Doubloons.

Sat. 18th	403½	406	12,082
" 19th	405	406	7,630
" 20th	393	398	13,326
" 21th	395	398	19,572
" 23th	397½	401½	9,385
" 24th	404½	406	

Gas shares 77½ p.$
Bolsa do. 7 to 10 p$ dees

Interest.

Bank receives m|c. at 6$ per an.
" " specie at 11$ "
" advances m|c. at 8$ "
" " specie at 12$ "

Money market—specie—1½ to 1¾ per monthly.
Do. m|c. 1 1½

Current Price of Cattle

Good horned cattle for saladeros	$ 200 to 220
Do matadero, picked bullocks	250 — 280
Do Cows picked	— 250
Three year old mules	250 —
Asses	15 - 20
Fat mares	85 — 90
Ordinary mestiza.—	
Sheep	30 to 35
Fine do.	40 to 35

Exchange.

England — 63 sch.
France — 80 ½ frs.

Historia general DE *INGLATERRA.*

Desde los tiempos mas remotos, hasta nuestros dias por David Hume, Smollet, Adulphus, Aikin, &. Traducida al castellano y anotada por Eugenio de Ochoa. Magnifica edicion en 5 grandes volúmenes, adornados con finisimas láminas en acero representando retratos, monumentos &c: Se vende en 280 $ calle de Reconquista núm. 4 (frente á Colon.)

825 5p.

To Estancieros

An Englishman who has just arrived with his family, and who understands the making of Butter, wishes the care of a herd of milk cows, on shares. Apply to Mr. Southam 82 Calle del Parque, Buenos Ayres.

Hotel and Restaurant FLAMBEAU.

Proprietor E. Vignolles, Chacabuco 105.

This houre offers every convenience for persons coming from the country, to remain some days in town Its situation, fronting the old market is very central. Every attention is paid to the guest, and the charges are moderate. sp25 2p.

Grocery and General Provision Store.

78—CALLE DEFENSA—78

H M. Moss former proprietor of the above Establishment begs to inform the Public of Buenos Ayres that he has disposed of the same *to Mr. Richard Hastings.*

The undersigned recommences business in the above Establishment with the determination to spare neither pains nor attention to satisfy those who may favor him with their patronage and hopes by a careful selection of Stock and the speedy execution of orders to merit a continuance of the support which was enjoyed by hi s predecessor.

Rich Hastings

Orders from the Country executed with precision and despatch.

Beer in wood.

Casks Containing 18 galls.
Do. do. 55 do.
66 *Calle Defensa.*

FOR ANTWERP.

The fine A I. Dutchs chooner *Economie*, has all her dead w ight engaged, and will have immediate despatch. For freight &c. apply to her consignees, Messrs. Algeth Ferber & Co. or to

Henry J. Powell & Co.
Brokers.

FOR VALPARAISO DIRECT.

The A. I British barque *Ann Nelson*, only takes part cargo, has splendid accommodation for cabin & steerage passengers, and will have quick despatch. For particulars &c. apply to

Henry J. Powell & Co.

FOR LONDON

The first class British barque *Warrior Queen*, Captain Warren, 297 tons burthen, will be ready to receive cargo in a few days. For freight &c. apply to

Henry J. Powell & Co.
Ship Brokers.

FOR BOSTON DIRECT.

The new clipper brigantine *Nelly Hunt*, 276 tons; this vessel made her trip from hence to Boston in 39 days. Has accomodation for a few cabin passengers. For freight &c. apply to Messrs Zimmermann Frères & Co. or

Henry J. Powell & Co.
Ship Brokers.
Calle de 25 de Mayo No. 50

SHIPPING LIST.

Sec arrivals.

CLASS.	NAME.	TONS.	CAPTAIN.	ARRIVAL.	FROM	CONSIGNEES.	DESTINATION.
			English.				
barque	Onda	352	Nurton	July 11	Glasgow	B. Barclay	Liverpool
brig	Spartan	218	McCulloch	July 7	New York	Gelting	Without destination
barque	Reform	407	Keates	July 29	Liverpool	Brownells	London
barque	Istria	310	Tavelnier	July 31	Liverpool	Thompson	Liverpool
frigate	Flora	460	Savage	August 7	Cardiff	Boyd	Unloading
barque	City of Kandy	376	Bentley	August 14	Liverpool	Gifford	Unloading
barque	Warrior Queen	297	Warren	August 15	Glasgow	Dagnid	London
barque	Maia	215	Wilson	August 15	Hull	Darbyshire Green	Unloading
barque	Sea Wave	314	Murty	August 18	Liverpool	Bembridge	Unloading
barque	Canteiden	319	Jenkins	August 18	Cardiff	Darbyhire Green	Unloading
barque	Chase	337	Louder	August 17	Glasgow	Barbour Barclay	Unloading
goletta	Nundeerps	129	Fryg ithen	August 17	Cardiff	Bold	Unloading
barque	Liriope	303	Potter	August 10	Liverpool	Nicholson Green	Unloading
goletta	Allen Gardner	88	Buchem	August 24	Montevideo		Unloading
barque	Isabel	351	Hewson	August 29	Liverpool	Lamb	Unloading
barque	Ann Nelson	—				H J Powell	Valparaiso
barque	Adventure	329	Watts	Sept 1	Liverpool	Gas Co.	Without destination
barque	Portcha	330	Gwen	Sept 1	Liverpool	Darbishire Green	Unloading
barque	Mystery	427	Hamilton	Sept 3	Liverpool	to order	Without destination
brig	Raymond	349	Rochford	Sept 1	Dublin	to order	Without destination
barque	J & T.	—		Sept. 19	Liverpool	Milligan & Co.	Unloading
barque	Mary A Felliot	290	Fail	Sept. 8	Liverpool	Bates Stokes	Unloading
brig	Meliora	270	Cooper	Sept 17	Liverpool	Reanie Tweedie	Unloading
			Belgian				
brig	De Ruyter	250	Hjelmstrem	August 7	Antwerp	Ferberg	Antwerp
			Brazilian.				
barque	Teleranoia	373	Faiza	June 20	Bahia	F. Cliffs	Bahia
brig	Bacherihe	290	Viera	Augt 28		in bolast	Brazil
			Spanish.				
polacre	Dorotea	208	Oliver	July 6	Montevideo	Zumaran	Havanna
barque	Victoria	273	Cadarso	July 23	Cadiz	Soria o	Cadiz
polacre	Mercedes	136	Milet	July 27	Montevideo	Llavallol	Unloading
brig	Virgen del Carmen	183	Artaza	August 5	Barcelona	Llavallol	Unloading
brig	Fomento	138	Alsina	August 12	Barcelona	Ochoa	U loading
brig	Hugo	230	Modelall	August 18	Barcelona	Llavallol	Unloading
brig	Rosge	117	Colsma	August 18	Rio Janeiro	O'Shea	Unloading
brig	Sobrano	212	Colsma	August 18	Rio Janeiro	Ochoa	Unloading
brig	Juanito	201	Millet	Augt 8	Barcelona	Ochoa	Havanna
brig	S L & E.n	178	Ferrudis	Augt 24	Barcelona	Riestra	Rosario
brig	Dos de Enero	126	Siva	Aug 29	Arecayo	Carrasco	Without destination
brig	Nuevo Mártir	233	Machado	July 7	Malaga	Zumaran	Unloading
polacre	Felicia	224	Austrich	Sept. 11	Havanna	Llavallol	Unloading
brig	Tracer	148	Milet	Sept 15	Barcelona	Ochoa	Unloading
polacre	Sorprosa	251	Fontanille	Sept 18	Barcelona	Ochoa	Unloading
			French.				
barque	Marie	210	Beauvir	July 23	Cette	Llavallol	Cette
barque	Coromandel	211	Blair	July 28	Marseilles	Lapian and Kramer	Marseilles
barque	St. Eloy	299	Beufol	August 5	Cette	Vignal	Marseilles
barque	Nouvelle Pallas	2 3	Daban	August 14	Bordeaux	Cheraval	Unloading
brig	Cornelio	207	Aviset	August 14	Bayone	Salleno	Unloading
frigate	Rucine	419	Guesinaus	August 14	Havre	Llavallol	Unloading
brig	Frederica Eugenia	165	Mello	August 18	Cette	to order	Unloading
barque	Philippe Auguste	238	Ambert	August 27	Cardiff	E. A. Green	Marseilles
barque	Henri et Louise	199	Collet	Augt 10	Cette	Audin	Marseilles
barque	Veloce	379	Beitin	Augt 10	Cardiff	Ruiz	Unloading
brig	Relos	207	Granier	Augt 30	Cette	Herand	Unloading
barque	Aurora	315	Jova	Sept. 11	Cardiff	Bolo	Unloading
barque	Edmo	278	Sillonette	Sept. 12	Bayonne	Apelangny	Unloading
frigate	Janqu	645	Sendauer	Sept 12	Havre	Jurdis	Unloading
			Dutch.				
schooner	Christ n Jacquella	175	Boker	July 31	Hamburg	Rosenthal	England
schooner	Hoolie Wichgler	170	Kesren	August 12	Bordeaux	Becqus	London
brig	Diova	237	Maadup	August 15	Antwerp	Vignal	Antwerp
brig	Warden	159	Actlen	August 20	Hamburg	Rosenthal Gayen	Antwerp
gelletta	Zustlow	102	Schot	August 20	Hamburg	Arning Hutz	Unloading
brig	Joan	203	Klyn	August 23	Rotterdam	Arning Hutz	Antwerp
brig	Jean Janet	202	Hagbech	Augt 31	Hamburg	Harb Arln	Unloading
brig	Jeannette Marianne	112	Van Ingen	Augt 10	Amsterdam	Legnirk Sharf	London
goletta	Economie	209	Leicher	Augt 27	Rotterdam	Algett Feiber	Antwerp
goletta	Margaretta	137	Boothave	Augt 27	Rotterdam	Freiseln	Unloading
brig	Elizabeth	190	Lawory	Aug. 14	London	H. A. Green	Unloading
brig	Margaretha	124	Longe	July 6	Antwerp	Vignal	Antwerp
			Hanse Twns.				
barque	Hermann	247	Herelmann	August 22	Hamburg	Luden	Without destination
barque	Orient	320	Budellmann	Sept. 11	Cadiz	Deuges	Unloading
brig	Dolphin	202	Mayer	Sept. 17	Valparaiso	Freyer	Unloading
barque	Alardus	317	Ficorestes	Sept 15	Hamburg	Bieber	Unloading
brig	Heurich Arens	315	Wend	Sept 20	Pernambuco	Freyer	Unloading
ship	Humboldt	650	Damermann	Sept 20	Bremen	Dentzer	Unloading
			Mecklenburg				
lugger	A. von Franckin	307	Von Franckin	June 24	Bo deaux	Ferber	Porto Alegre
			Italian				
barque	Mariana	342	Solasco	July 15	Genoa	Piaggio	Without destination
barque	Victorina	378	Graiseo	July 22	Genoa	Dallino	Genoa
barque	Principio	335	Calderoka	July 30	Cadiz	Gellot Bertarelli	Unloading
frigate	Numa Pompilio	385	Morice	August 2	Cadiz	Gellot Bertarelli	Unloading
barque	Serpenna	209	Casanova	August 1	Genoa	Bertarelli	Unloading
barque	Carlota	319	Frese	August 15	Genoa	Piaggio	Unloading
polacre	Rafaellina	117	Dodero	August 15	Genoa	Bertarelli	Unloading
brig	Alfieri	284	Marchese	Augt 30	Genoa	Bertarelli	Unloading
polacre	Capreza	216	Bianchi	Sept 2	Marseilles	Dallino	Without destination
barque	Virginia	314	Queusi	Sept. 18	Genoa	Bertarelli	Unloading
barque	Clotilda	324	Aveguo	Sept 15	Cadiz	Pietranera	Unloading
			N. American.				
barque	Greenland	549	Menyman	August 3	New York	Arning y Hutz	Unloading
barque	T. D. Carver	413	Damon	August 6	New York	Coffin	Unloading
schooner	Nel Hunt	272	Johnson	August 13	Boston	Zimmerman	Unloading
barque	Helron	383	Wiham	August 20	Liverpool	Body	Unloading
barque	Star King	426	Holden	August 18	New York	Arning Hutz	Unloading
frigate	Desjardin Aujucar	135	Lorjer	August 18	Liverpool	Milligan Williamson	Unloading
frigate	Lancashire	660	Hazard	Augt 9	Hamburg	Martinez	Unloading
barque	*Messenger*	460	Hooper	Augt 22	Cardiff	Rois	Unloading
frigate	*Spotsman*	525	Thompson	Sept 2	New York	Hale	Without destination
lugger	E. D. Mead	128	Lapari	Sept 6	New York	Edwards	Without destination
barque	Lone Star	475	Dizer	Sept. 11	Glasgow	Ronnie Tweedie	Unloading
brig	Karnak	266	Bowmier	Sept 10	New York	Zimmerman	Unloading
barque	Chevalier	478	Johnson	Aug. 18	Portland	Hale	Without destination
brig	Lima Blos	396	Fletson	Sept 20	Gaglow	Langnich Scarff	Unloading
barque	Carolina	364	Grinelle	Sept 20	Glasgow	Gelting	Unloading
pilot boat	Sidney Price	200	Godfrey	Sept 20	New York	Zimmermann	Unloading
frig	Ada	278	Ohsborne	Sept 15	Cadiz	to order	Unloading
ship	Mary Goodel	717	M. Gilgery	Sept 15	New York	G. Bell	Unloading
			Austrian.				
brig	Ravenlaurel	270	Bombarelli	August 18	Ireland	Green	Unloading
barque	Antonie Pi	550	Petranik	Augt 14	Liverpool	to order	Unloading
			Swedish.				
brig	Frida	260	Lund	August 18	Glasgow	tooder	Unloading
			Russian.				
barque	Divina	345	Rush	Sept 2	Bordeaux	Becqus	Without destination